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Agreement

Between the

**TUPPER LAKE CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

TUPPER LAKE UNITED TEACHERS

July 1, 2004

to

June 30, 2007

110
Employees

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PART I

CERTIFICATED PERSONNEL RECOGNITION AND PROCEDURAL AGREEMENT AND METHODS BY WHICH NEGOTIATIONS WILL TAKE PLACE WITH SAID ORGANIZATION TUPPER LAKE CENTRAL SCHOOL BOARD OF EDUCATION AND TUPPER LAKE UNITED TEACHERS

ARTICLE I. AGREEMENT

This recognition and procedural agreement is made and entered into this 28th day of June, 1993, and modified on the 20th day of March, 2003, and modified on the 30th day of September, 2004, by and between the Tupper Lake Central School Board of Education (hereinafter referred to as the "Board") and the Tupper Lake United Teachers (hereinafter referred to as the "United Teachers").

ARTICLE II. RECOGNITION

The Board recognizes the United Teachers as the exclusive negotiating agent for all certified personnel under written contract with the Board of Education, excluding the Chief School Officer, Administrative Assistants, Principals and the Athletic Director, but including Department Leaders, Guidance Counselors, School-Nurse Teachers, Dental Hygiene Teachers, School Nurses, Certified Teacher Assistants, and Personnel in areas not requiring specific certification whether or not they shall actually be engaged in classroom instruction, such recognition to extend to the date of the termination of this agreement. The United Teachers will periodically remind its membership of their professional responsibilities with regard to this negotiated agreement.

ARTICLE III. MEMBERSHIP: FREEDOM OF CHOICE

It is further recognized that teachers have the right to join or not to join the United Teachers, and membership shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE IV. AREAS FOR DISCUSSION, NEGOTIATION AND AGREEMENT

This recognition constitutes an agreement between the Board and the United Teachers to reach understandings regarding matters of terms and conditions of employment. The Board and the United Teachers recognized that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Tupper Lake Central School District. The Board recognizes that it must operate in accordance with the statutory provisions of the New York State Law, New York State Education Department and the Rules and Regulations of the Commissioner of Education. The Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE V. PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. **NEGOTIATING PROCEDURES.** Designated representatives of the Board shall meet at an agreed upon place and time with representatives of the United Teachers for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting (to be set as described below), such additional meetings shall be held as the parties may require in order to reach agreement on the issue, or issues, or until an impasse is reached. Meetings shall not exceed two (2) hours unless agreed upon and shall be held at a time other than the regular school hours.

2. **OPENING NEGOTIATIONS.** All issues to be proposed for discussion and negotiations shall be submitted in writing by both the United Teachers and the Board or their delegated representatives at the first meeting of the negotiating teams. In response to any request, a meeting shall be set within fifteen (15) days.

3. **EXCHANGE OF INFORMATION.** Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue or issues under consideration.

4. **REACHING AGREEMENT.** When agreement is reached by the designated representatives of the parties, on all matters and issues under discussion and negotiation; the Board, at its own expense, will cause said agreements to be reduced to writing. The proposed contract shall then be promptly submitted to the membership of each party, in accordance with their respective rules of the procedure, it shall be executed on behalf of the parties thereto by their respective duly authorized officer or officers.

5. **RESOLVING DIFFERENCES.** In case of disagreement about the meaning of this recognition agreement, or in the event an agreement is not reached by negotiations after full consideration of proposals and counterproposals, the parties agree to resolve their differences by using the Taylor Law (Article 14 of the Civil Service Law).

ARTICLE VI. RIGHTS OF MINORITIES AND INDIVIDUALS

The legal rights inherent in the Statutes of New York State for certified personnel are in no way abridged by this agreement.

ARTICLE VII. IMPLEMENTATION AND AMENDMENT

This recognition and procedural agreement shall become effective upon its approval by the United Teachers and the Board. It may be amended by consent of both parties with the written evidence of said consent being presented by each party to the other.

TUPPER LAKE CENTRAL SCHOOL BOARD OF EDUCATION

BY _____ (I.S.)
Superintendent of Schools

TUPPER LAKE UNITED TEACHERS

BY _____ (L.S.)
President

**CONTRACTUAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF
TUPPER LAKE CENTRAL SCHOOL DISTRICT, TUPPER LAKE, NEW YORK,
AND THE TUPPER LAKE UNITED TEACHERS**

AREA II

INTRODUCTION

This contractual agreement, entered into this 30th day of September 2004, has developed from mutual understanding of the educational aims and financial capabilities of the school district by the Board of Education and the Tupper Lake United Teachers. Procedures as established under the provision of the Public Employees Fair Employment Act (Taylor Law) and all signed documents on file, such as definition of units of representation by the Board of Education, application for registration and/or recognition by the Tupper Lake United Teachers, notice of recognition of the United Teachers posted for the required period and public notice published in the local newspaper as prescribed by law, must all be considered part of this contract as the nature of their contents applies to wages, salaries and other terms and conditions of employment. All such documents are to have a lifetime of effectiveness as they relate to the duration of this contract.

ARTICLE I. DISTRICT EDUCATORS' ASSEMBLY

Section 1. Purpose

1.1 The purpose of the District Educators' Assembly is to promote stronger connections between the faculty, the administration, and the Board of Education. This can best be done by openly sharing information, concerns, and perceptions.

1.2 It is not expected that these discussions will result in substantive decisions but will rather determine ways by which these decisions can be made. When appropriate, discussion topics or recommendations will be directed to the administration, the Board of Education, the site based teams, Middle/High School Department Leaders, Elementary Curriculum Coordinators or to the Executive Board of the United Teachers. When appropriate, ad hoc committees may be formed to facilitate the discussions of the District Educators' Assembly.

1.3 The District Educators' Assembly will not discuss problems that constitute a grievance. Grievances will be resolved by means of the grievance procedure outlined in this contract.

Section 2. Membership

Membership in the District Educators' Assembly is given to members of the Executive Board of the Tupper Lake United Teachers, the Chief School Officer, administrators, and members of the Board of Education.

Section 3. Leadership Committee

A leadership committee of the District Educators' Assembly will be composed of the Chief School Officer, the President of the Board of Education, and the President of the Tupper Lake United Teachers. This committee will solicit discussion topics from the membership, establish agendas, and facilitate meetings. This committee is empowered to invite to meetings other concerned individuals.

Section 4. Meetings

There will be two annual meetings of the District Educators' Assembly, one in the fall and one later in the year. Additional meetings may be called by the Leadership Committee.

ARTICLE II. GRIEVANCE PROCEDURE

DECLARATION OF POLICY

In order to establish a more harmonious and cooperative relationship between employees, administrators and members of the Board of Education, which will enhance the total program of the Tupper Lake Central School System, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences promptly and fairly, as they arise, and to assure equitable and proper treatment of employees pursuant to all rules, regulations and policies of the district. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

DEFINITIONS

Teacher shall mean any employee covered by this agreement.

Administrator shall mean any teacher responsible for or exercising any degree of supervision or authority over any other teacher.

a. **Chief School Officer** shall mean the Superintendent of Schools.

b. **Immediate Supervisor** shall mean the Building Principal.

Representative shall mean the person or persons designated by an aggrieved employee or group of employees as his/her or their counsel to act in his/her or their behalf. An aggrieved employee may not designate more than two representatives when presenting an individual grievance. A group of employees (three or more), when presenting a grievance, may not designate more than five representatives.

Days for the purpose of this Grievance Procedure only, shall mean days in the school calendar. A grievance must be submitted at Informal Stage 1 within twenty (20) school days from the time the grievant became aware or should have become aware of the alleged infraction which occasioned the grievance.

Grievance, for the purpose of this agreement, shall mean any dispute between the Board and any employee or group of employees covered by this agreement concerning the meaning and application of the specific written provisions of this agreement.

BASIC PRINCIPLES

- (1) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of a grievance at the earliest possible stage is encouraged.
- (2) An employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
- (3) An employee shall have the right to be represented at any stage of a grievance procedure.
- (4) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- (5) All hearings shall be confidential.
- (6) It shall be the responsibility of the Chief School Officer of the district to enforce grievance procedures. Each Administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
- (7) The function of these procedures is to assure equitable and proper treatment under the existing laws and negotiated agreement between the Board and the United Teachers. They are not designed to be used for changing such rules or establishing new rules.
- (8) Full report of findings must be published within two weeks following the final decision at the arbitration stage.

PROCEDURES

- (1) **Informal Stage 1** - The aggrieved employee or group of employees shall orally present the grievance to his/her building principal who shall orally and informally discuss the grievance with the aggrieved employee or group of employees. The building principal shall render his/her determination to the aggrieved employee or group of employees within 5 school days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee or group of employees may proceed to the second informal stage.
- (2) **Informal Stage 2** - Within five (5) school days after a determination has been made at the preceding stage, the aggrieved employee or group of employees may make a request that the Chief School Officer review and render a determination.

Within ten (10) days after the grievance has been presented to him/her, the Chief School Officer shall notify the employee or group of employees of his/her determination in the matter.

(3) **Board Stage** - The aggrieved employee or group of employees may, within five school days of the determination by the Chief School Officer, make a written request to the Board of Education that it review the determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Chief School Officer. The Board of Education may hold a hearing to obtain further information regarding the case, or it may render its determination on the matter upon the records presented to it.

Within thirty (30) days after the grievance has been presented to the Board, its determination shall be rendered in writing to the aggrieved, the Chief School Officer, and any other supervisor or administrator rendering a determination in the case.

(4) **Arbitration Stage** - Within (20) days of the Board's decision, the Tupper Lake United Teachers or the aggrieved teacher(s) may notify the Board that the matter will be submitted to arbitration. The Tupper Lake United Teachers may request that the American Arbitration Association submit a list of seven arbitrators. A copy of this request will be submitted to the Chief School Officer. The arbitrator will be selected by the alternate striking of names from the list until one is designated as arbitrator.

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provision of the Agreement.

The cost for the service of the Arbitrator will be borne equally by the District and the Tupper Lake United Teachers.

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

Note: Grievance procedures extending into the summer vacation period will proceed as if school was in session.

AMENDMENTS

These procedures may be amended by mutual agreement of the United Teachers and the Board. Amendments may be proposed by either party and will take effect only after written statements of approval have been received by both parties. A copy of these procedures and any amendments thereof shall be distributed to all employees and shall be filed with the State Civil Service Commission Clerk of the Board within 15 days after their adoption. The procedures shall be open to public inspection at reasonable hours at the School District Office.

ARTICLE III - PROFESSIONAL IMPROVEMENT

Section I. Teacher/Teaching Assistant and School Nurse In-Service Education

At the request of the United Teachers or on the Board's initiative, arrangements may be made for after school courses, workshops and conferences. Travel, meals, lodging and registration fees and the cost of substitute teachers may be deemed appropriate expenses of the Board within the limitations of Article IV, Section 5D(4) of this agreement.

a. Teachers, Teaching Assistants and School Nurses seeking inservice credit must have prior approval from the Superintendent to insure credit for the inservice program.

b. It shall be the professional responsibility of each professional covered under this contract to participate in a minimum of one credit of inservice every two years (one inservice credit equals 10 hours of instructional time). This requirement may be fulfilled through courses from the Adirondack Teacher Center, college courses, BOCES or local workshops, conferences, or with the approval of the Superintendent, an individualized plan of professional growth. If the School District requests a teacher to attend an inservice training, workshop or conference outside of the regular school day, the teacher will receive \$12 per hour for actual travel time.

c. The School District agrees to offer at least four inservice courses each year. A minimum of two courses will be offered between July and January. Two additional courses will be offered between January and June. These courses shall be planned in accordance with the District's Professional Development Plan (PDP) which calls for professional development activities to be done through the Comprehensive District Education Plan (CDEP). The CDEP team is composed of teachers, counselors, and administrators. The team will plan inservice courses as part of CDEP. The team will solicit recommendations for courses from all staff. At least two of the courses will be planned from the recommendations received if deemed appropriate by the CDEP Team.

d. Once a year, the District will provide to all professionals covered under this contract a continuing education report showing the inservice credit for each individual on record with the Superintendent's Office.

e. If alternative/block scheduling is approved at the middle/high school, in addition to the district's responsibility to offer three district-wide inservice courses under the provisions of paragraph c. above, the district will offer one course each year at the middle/high school specific to the teaching techniques which will assist teachers in effectively using the alternative schedule. These inservice courses will be designed and facilitated by the Tupper Lake Middle/High School Site Based Team. All middle/high school teachers will be allowed to take these courses for inservice credit. Each of these courses will satisfy the teacher's requirement for one inservice credit (10 hours of instructional time) every two years in accordance with paragraph b. above but will not increase that requirement. The decision to take any course will be solely that of the individual teacher. This is not intended to negate the teacher's three-year professional development obligation.

Section 2. Teacher Recruitment

2.1 Middle/High School Department Leaders or Elementary Curriculum Coordinators and the appropriate subject area or grade level teachers will be involved in the selection of new teachers, teacher assistants, and administrators.

2.2 This procedure is in no way intended to avoid or supersede the legal responsibilities of the Chief School Officer and the Board.

Section 3. Teacher Employment

3.1 Newly appointed teachers or counselors will receive one year credit for each year of prior teaching experience up to eight years of service. This credit will be based on successful full years of public school experience or equivalent at the discretion of the Chief School Officer. A maximum of two years of credit for military service, Peace Corps, Vista Service, and service of other comparable nature at a rate of one per year of service may be credited at the discretion of the Chief School Officer. The above language does not preclude the Chief School Officer upon the authorization of the Board of Education to place an individual on the salary schedule at a step higher than step 8.

3.2 The granting of credit for teachers who have resigned and later returned to the school system, and their placement on the salary schedule, is left to the discretion of the Chief School Officer, subject to the approval of the Board of Education.

3.3 Previously accumulated, unused sick leave may be restored to returning teachers at the Board's discretion.

ARTICLE IV - LEAVES OF ABSENCE

Section 1. Sick Leave and Personal Leave

1.1 Sick leave will accumulate in such a manner that at the end of each fiscal year no employee will be in a position such that pay has been deducted but credit exists for sick leave. The annual allotment of sick leave will be fifteen (15) days, five (5) of which may be utilized as personal leave. Days will be fractionalized to accommodate absences of less than a full day. Teachers who commence paid employment later than September 1 of any school year and teachers who leave paid employment before the end of the school year, will be given leave credit on a pro-rata basis. Up to three times per year, with approval from the building principal, unit members may leave school at 2:00 p.m. or for up to 40 minutes during the school day. To leave during the school day, the unit member must discuss the nature of the request in sufficient detail for the principal to be assured there will be a timely return. This time will not be deducted from sick or personal time, unless the leave is more than 40 minutes.

1.2 Unused sick leave and unused personal leave in any year will accumulate as sick leave. Personal leave, as such, does not accumulate.

1.3 Sick leave will be granted for days of illness to the teacher. Sick leave will also be granted for illness or death in the family in the following cases:

- A. Spouse or child of teacher.
- B. Parent or grandparent of teacher.
- C. Spouse's parent.
- D. Brother or sister of teacher and of spouse.
- E. Others who reside in the same household as part of the Family of the teacher.

(Sick leave for illness of a member of the family is limited to 30 days per school year, per occurrence, for categories A. and E. above; and limited to 10 days per school year, per occurrence, in categories B., C., and D. above).

(Sick leave for death of a member of the family is limited to 10 days per school year, per occurrence, for categories A. and E. above; and limited to 5 days per school year, per occurrence, in categories B., C., and D. above).

Nothing in this language limits the Superintendent from extending the use of sick leave for death of a family member on a case by case basis.

1.4 A physician's certificate may be requested by the Chief School Officer for absences in excess of five (5) consecutive days. If the Chief School Officer has reason to believe an individual is abusing this provision, he/she may request the physician's certificate when an absence has been less than five (5) days.

1.5 Personal leave is defined as: Individual, private leave not associated with illness or death. Personal leave will be granted for personal business activities but not for any other problem the solution of which is the responsibility of the teacher. Personal leave in order to extend a vacation or holiday will not be granted on the day or days immediately preceding or immediately following any such vacation. Except in cases of emergency, arrangements for personal leave shall be made at least one week in advance, in writing, and submitted to the Principal of the building the teacher spends the majority of the time working in.

1.6 A teacher who has completed a minimum of two (2) full years of teaching service in the district and who is unable to teach because of illness, and who has exhausted all available sick leave, may apply for a leave of absence, without pay, for a period of one (1) year. The teacher must verify that he/she is actually sick and unable to teach and upon such verification the Board will grant approval. The leave will be terminated if the teacher retires or accepts other employment on a regular basis during the school year.

1.7 Notwithstanding the language above, Unit members will be paid a yearend bonus of \$300 if they use no sick or personal leave during the school year. Unit members who use one (1) sick or personal day will receive \$200 at the end of the school year. Unit members who use two (2) sick or personal days will receive \$100 at the end of the school year.

1.8 Sick Leave Pool:

A sick leave pool shall be made available to members of the Teaching and Administrative bargaining units. Rules pertaining to the sick leave pool are as follows:

- A.** Any member wishing to join will make application on the appropriate form prior to September 20.
- B.** To join the sick leave pool, a member will donate three (3) sick leave days to the pool. To maintain membership, a member must donate one (1) sick leave day per year except as described below. Membership will continue from year to year without reapplying. Regular part-time teachers initially will donate three (3) part-time days of leave to the pool and one (1) part-time day each year to continue membership.
- The total number of days available for distribution from the sick leave pool in any school year will be two hundred seventy five (275).
- If, as of September 20 of any given year, the number of accumulated sick leave days in the pool exceeds 550, only those teachers applying for initial membership will be required to contribute.
- C.** Days donated to the pool are not refundable, except as stipulated in Item 0.13 of this section.
- D.** The sick leave pool shall be available for illness or disability of the member only.
- E.** To be eligible a member must have exhausted all sick leave.
- F.** No applications for the pool will be accepted if the member has become sick or disabled before making application.
- G.** The application for use of the sick leave pool must be accompanied by a doctor's statement.
- H.** The member is also required to furnish any other information the Cooperative Review Board may request.
- I.** Applications should be made within one week of eligibility.
- J.** Applications submitted more than one week after sick leave is exhausted will be considered only when extraordinary circumstances prevent applying on time.
- K.** Any member making a false statement in requesting sick days from the pool or from his own accumulated sick leave, or who shall deceive or attempt to deceive the school district and/or the CRB, shall be guilty of fraud punishable by immediate suspension from the sick leave pool for such a period of time as determined by the CRB.
- L.** The CRB will render a written decision on all requests with one copy going to the member and one copy going to the Superintendent of Schools.
- M.** When the individual has drawn his/her maximum entitlement from the pool, and returns to work, the individual will be eligible to draw from the pool again for an illness or disability that is not a recurrence of the illness or disability for which he/she has drawn.

N. When a member does not use the total number of days allocated, the remainder will be returned to the pool.

O. Cooperative Review Board:

1. The CRB shall consist of three (3) members of the United Teachers appointed annually by the President, three (3) persons appointed annually by the Superintendent of Schools and one (1) person mutually agreed upon annually by the United Teachers President and the Superintendent of Schools.

2. The CRB will publish the official list of members in the sick leave pool by October 1 of each year, a copy of which will be sent to the Superintendent's Office.

3. A chairperson shall be elected by the CRB, from its membership, to serve for the duration of the negotiated agreement.

4. The chairperson will appoint a secretary from the members of the CRB.

5. The CRB may require a member, requesting and/or receiving benefits, to submit to a physical and/or mental examination by a doctor of the CRB's choice. The member will be responsible for all costs of the examination.

6. CRB decisions will be final and not subject to a grievance procedure.

7. The CRB may request the applicant to meet with the CRB, if a meeting is deemed necessary.

8. The CRB will not honor applications for one day illnesses.

9. The CRB will not consider normal pregnancy or childbirth as a reason for using the sick leave pool.

10. When the sick leave pool balance drops below 100 days, the CRB will assess each member an equal number of days which will be deducted from that member's sick leave to replenish the pool. The CRB will determine the number of days.

If a member has exhausted his/her sick days when such an assessment is made, he/she will continue his/her membership with the assessed days deducted at the beginning of the next school year. Members will be notified when the assessment is made.

11. The CRB may grant as a maximum the following benefits to eligible members:

During the first year of membership in the pool 30 days

During the second year of membership in the pool 50 days

During the third year of membership in the pool. 70 days

During the fourth year of membership in the pool. 90 days

During the fifth year of membership in the pool 110 days

During the sixth year of membership in the pool. 130 days

During the seventh year of membership in the pool. . . . 150 days

Part-time teachers will receive proportionate benefits: e.g. twenty (20) half days during the first year of membership, etc. for a teacher working 50% of the school day.

12. Sick leave payments will end with the last pay period of the school year.

13. If, at the termination of the negotiated agreement, the sick leave pool is not renewed, the current members of the pool will be reimbursed the lesser of: (1) the number of days each contributed to the pool; or, (2) a proportionate number of days remaining in the pool.

Section 2. Maternity/Child Rearing Leave

Upon request, maternity/child rearing leave will be granted to any faculty member. This leave is also available to any adopting parent under the same conditions. If both parents are employees of the District, either the husband or the wife may apply, not both. In cases where the child may be older than 1 year, the Board may also grant such leave upon request.

At the time the maternity/child rearing leave is requested, a beginning and ending date must be given to the Chief School Officer. The school district will allow the remainder of the school year plus the following full school year. If the teacher wishes to return at an earlier or later date, arrangements may be made with the Chief School Officer.

A teacher who has taught (including paid leave) one semester or more, or 90 days, during the school year in which the leave commences shall be entitled to the next step on the salary schedule on return. A pregnant teacher terminating her active employment, by agreement with the Chief School Officer as herein above provided, may elect to (a) take maternity leave without compensation, and/or (b) take sick leave to the extent that her doctor declares her to be disabled (normally six weeks after delivery).

In the case of adoption, regardless of the age of the child, the adoptive parent/teacher/employee will be afforded the same rights and privileges as the employees who are receiving maternity leave. Additionally, a parent adopting a pre-school age child, may use 20 days of sick leave at the onset of the adoption. This period may be extended in the case of a medical problem with the child where a doctor certifies the need for extended care.

In no case will sick leave benefits be paid for days in excess of the teacher's accumulated sick leave.

Section 3. Temporary Leave, Extended Leave and Professional Leave

Since it is clearly understood that granting of temporary leave, extended leave and professional leave for any purpose may present a serious problem educationally, it is agreed that consideration will be given to cases on an individual basis. Any teacher desiring consideration for any purpose relating to these areas may apply to the Board for consideration and every effort will be made to give consideration to each particular, individual case, with effective instruction of the pupils of the school district to be considered the most important responsibility of all concerned. There shall be no loss of accumulated sick leave and right to health insurance.

Section 4. Sabbatical Leave

If and when such leaves are granted, the following guidelines shall be considered:

Any teacher who has received tenure status with seven (7) years of teaching in the Tupper Lake School System shall be eligible for Sabbatical Leave. The Board will select the teacher whose Sabbatical Leave will, in the opinion of the Board, most benefit the School system. However, the Board will not be bound to grant the leave.

1. Priority and approval of such leave shall be based on the following criteria among other things:
 - a. Educational value to the School District.
 - b. Full year applicants.
 - c. Relationship to candidates field.
 - d. First applicant.
 - e. Length of service in the District.
 - f. School need.
2. The request for leave must be submitted to the Chief School Officer by February 1st preceding the school year in which the Sabbatical Leave is desired. The Board will answer, in writing, within forty (40) days after the request.
3. Teachers with a minimum of seven (7) years of service in the District may apply for such leave. They have the option of receiving full salary for one half year or one half salary the full year. Salary payments shall be based on the salary that normally would be paid to the teacher during the period of such leave.
4. A teacher who takes advantage of Sabbatical leave must agree to and must actually return to the School District for three (3) years of service or repay to the District all funds he/she had received, with interest at the highest rate allowed by law which shall run from the date such funds were paid to him/her.
5. A teacher who accepts Sabbatical Leave shall not be eligible for Sabbatical leave again until he/she serves seven (7) more years in the District from the date of his/her return.

Section 5. Professional Leave

(This policy is intended to help accomplish the following purposes).

- A. Improve the instructional program.
- B. Encourage professional growth.
- C. Bring the best educational thinking and research to bear on local problems.
- D. Encourage educators to seek and keep positions in the Tupper Lake Central Schools.

1. The Chief School Officer shall encourage school personnel to take part in professional activities designed to develop understanding and improve competence in their respective areas of school work and such as will best meet the needs of our schools.

2. In order to carry out the policy set forth above, members of the professional staff may, at the discretion of the Chief School Officer, be allowed to be absent from their regular duties while receiving full pay to participate in such activities as conferences, conventions, inter-school visits and work within the State Education Department.

3. Care shall be taken that adequate provisions are made for replacing, if necessary, the staff member who shall be absent to insure that the number of persons attending a given activity is consistent with reasonable economy and is such as not to impair educational services, that reasonable rotation among the staff members is practiced, and that information obtained be presented to all staff members concerned and a report given to the Board.

4. For approved teacher conferences and other professional activities, actual and reasonable expenses for such activity shall be reimbursed up to seventy five dollars (\$75.00) plus transportation, upon presentation of the proper claim forms. If the District requests teachers to go to such activity, that teacher shall be reimbursed up to 100% for prior approved expenses.

Reimbursement for mileage will be computed at the rate established annually by the Board of Education.

Section 6. Jury Duty

Any teacher summoned for jury duty shall be granted leave to serve without loss of salary, personal leave or sick leave time.

ARTICLE V - TEACHER AND ASSOCIATION RIGHTS

1. The Board shall make available, during normal working hours, to the United Teachers (upon request), any reasonably available public information, statistics and records relevant to negotiations, or necessary to the proper administration of this agreement.

2. The United Teachers shall be given an opportunity at Building Faculty Meetings to present brief reports and announcements.

3. The United Teachers shall have the right to post notices of its activity and matters of the United Teachers concern on existing teachers' bulletin boards in each school building. The United Teachers may use teacher mailboxes for communications to teachers in accordance with present policy. The public address system may be used at convenient times as determined by the Building Principal for announcement of date, time and location of meetings.

4. The United Teachers shall have the right to use school facilities for its activities and meetings at convenient times as determined by the Chief School Officer.

5. Eligible teachers shall have the right to participate in activities pertinent to the operation of the New York State United Teachers' Association without loss of pay or leave time. Those eligible shall include NYSUT Delegate and alternate to attend the NYSUT Representative Assembly, and the delegate and alternate to the NYS Teachers' Retirement System Conference, and the President or designee of the Tupper Lake United Teachers. Days used by the President,

or designee, will be used for the purpose of conducting representation activities and District and United Teachers liaison work. Such time taken shall not exceed an aggregate total of eight (8) days in any school year. Except under extenuating circumstances, the Chief School Officer shall be given a minimum of two (2) days prior notice of these absences.

6. The United Teachers President will be provided with a copy of the Board's Policy Handbook and with copies of any change in amendments thereto.

7. All teachers shall be entitled to attend, free of charge, all home-school activities.

8. Written permission must be received from the Chief School Officer before any soliciting of funds from school personnel by outside agencies shall commence. School personnel shall not be approached during the school day for these funds.

9. The Board will consult with the appropriate Building Level Planning Teams (or their equivalent) during the planning process of any proposed major change in educational facilities or curriculum. Such consultation shall in no way be deemed to limit the Board's right to unilaterally determine such specifications or changes.

10. The United Teachers President or his/her designee shall be allowed to visit all school buildings to investigate working conditions, teacher's complaints, problems or for other purposes relating to the proper administration of this agreement. The time so used must not conflict with the teaching duties of the President or his/her designee or persons to be interviewed.

The Building Principals will make every effort, when scheduling non-instructional duties, to relieve the President of the United Teachers from any such duties.

11. The Board agrees to provide, at its own expense, a copy of this agreement to each teacher.

12. An itemized deduction slip will accompany each pay check.

13. Portable personal computer storage disks (data files) and the data on them are private property. They are not subject to examination by any employee of the school district without the permission of the staff member who owns them.

ARTICLE VI - TEACHER CONDITIONS

1. The regular school day for teachers shall not exceed a total of seven (7) hours and thirty (30) minutes. On one day per month the regular workday may be extended to eight (8) hours for the purpose of faculty meetings if scheduled. The Superintendent agrees to meet with representatives of the Association to discuss any alleged abuses in the application of this section.

2. Class Load:

2.1 Teachers will receive a preparation period of approximately forty (40) minutes per day. Every attempt will be made to provide this time in one uninterrupted period. If this is not possible, the preparation period will not be divided into more than two periods. In addition to their daily preparation period, teachers will receive one duty free lunch period of approximately thirty (30) minutes including passing time.

2.2 It shall be the District's goal to hold the middle school-high school teacher's teaching responsibility to no more than two (2) subject areas and a total of three (3) teaching preparations.

A. The President of the Tupper Lake United Teachers and the Chief School Officer will review the master schedule each year to determine if any teachers have been assigned teaching responsibilities in excess of two (2) subject areas and a total of three (3) teaching preparations. If this has happened and either the President of the Tupper Lake United Teachers or the Chief School Officer feel it is necessary, a review committee will be formed to study the situation.

B. The review committee will be empowered to make recommendations to the administration or the Board of Education in an effort to bring the teacher's teaching responsibility into conformity with the District's goal.

2.3 Middle/high school teachers may be assigned up to 240 minutes per day of instructional time. If there are 220 minutes of instruction per day, the teacher may be assigned up to 60 minutes of supervisory time. If the schedule calls for more than 220 minutes of instructional time, the teacher will have his/her supervisory time reduced by twice the amount of instructional time over 220 minutes. For example, if there are 230 minutes per day of instructional time, the teacher may be assigned a maximum of 40 minutes of supervision. If the instructional time for a teacher at the Middle/High School is 240 minutes, no supervisory time will be assigned.

Teachers at the Middle/high school who teach 200 minutes per day and have 60 minutes for lunch and preparation time, may periodically be assigned coverage for an absent staff member. This assignment is not eligible for additional compensation as noted in Article XVI.

It is understood that first and second year teachers, teachers with more than three different preps, department leaders, music teachers, and special education teachers will not be subject to such assignment. Teachers with predominately middle school assignments may be included in this duty, provided such assignment does not interfere with the 7th or 8th grade team planning time.

Teachers eligible for such duty will meet with the principal early in the school year to determine which mods may be covered in this manner and a rotation for such assigned coverage should it become necessary. It is understood that no substitute coverage will be assigned prior to this meeting.

If a teacher substitutes more than 10 mods per quarter, he/she may discuss the situation with the building principal to find an agreed upon solution.

Teachers will be notified of a specific coverage as much in advance as possible. The principal may cancel the specific assignments, should he/she be convinced by the teacher that there is an important reason to do so.

2.4 Employment Conditions of Department Leaders and Curriculum Coordinators

a. The employment conditions of Department Leaders specified in this agreement are based on the Department Leader job description dated July 22, 1999 and revised June 11, 2002 and

May 5, 2004. Any changes in this job description will require a change in the employment conditions specified in this agreement.

b. Department leader and Curriculum Coordinator positions will be appointed annually by the Board of Education. If a Department Leader or Curriculum Coordinator position is not renewed, or the teacher is not re-appointed, or the teacher chooses not to continue as Department Leader or Curriculum Coordinator, the teacher shall return to full time duties under the negotiated salary schedule and agreement and maintain seniority status. The teacher will have the right to return to teaching the classes he/she left prior to becoming the department leader. The administration will solicit suggestions and comments concerning Department Leader candidates prior to the selection of individuals for these positions.

c. Department Leaders will be released from at least 80 minutes of instructional and/or supervisory duties unless otherwise agreed upon. Curriculum Coordinators will be provided release time as needed to complete matters related to their duties as approved by the building principal.

d. Department Leaders and Curriculum Coordinators shall remain current with regard to New York State Curriculum Standards and research supported pedagogy. The school district shall provide time for Department Leaders and Curriculum Coordinators to pursue professional development that facilitates this condition.

e. Department Leaders shall do observations and peer coaching as outlined in Addendum A.

2.5 At the Middle/High School, teachers and teacher assistants will be available to help students during the tutorial period.

2.6 At the Middle/High School, teachers are expected to supervise hallways before and after school and between classes. Teachers will be in the building 20 minutes before the start of school and in homerooms at least 10 minutes before the start of the school day.

2.7 The remainder of the teacher workday at the Middle/High School will be teacher lunch and preparation time.

2.8 It is agreed and understood that one of the advantages of the use of an alternative/block schedule is that it provides added instructional time. This time may be used to broaden course offerings as well as reduce class size. If alternative/block scheduling is implemented, teachers will see a decrease in their average class size as compared with what class size averages would have been under a traditional schedule. For example, if class sizes average 25 with a traditional schedule, average class size in a block schedule should be 21. Regardless of the alternative/block schedule, average class size will not be required to be less than 18. No member of the bargaining unit shall be subject to a reduction in whole or in part, as a result of the District implementing an alternative/block schedule.

Note: There may be exceptions to the above language because of limitations on the number of student workstations available. Physical Education classes may not be smaller under a block schedule but should be 30 students or less per instructor.

2.9 For the purposes of this contract, an alternative/block schedule will mean a teaching schedule which spreads an annual teaching load that would have constituted five sections of students in a flex-mod schedule into an annual teaching load of six sections. For example, a teaching load of 120 students in a flex-mod schedule would normally be divided into five 24 student sections. Using an alternative/block schedule, those same 120 students would be divided into six sections of 20 students each.

2.10 It is recognized that the size of a class influences each child's performance. Every reasonable effort will be made to maintain class sizes below the following:

Grades K-3: 23 students
Grades 4-6: 26 students
Grades 7-12: 26 students*

When all class sizes at a grade level reach one less than the maximum, the Building Principal, Chief School Officer, and all of the affected grade level teachers will meet in order to explore alternatives should the class size go over the above standards. A report of this meeting including advantages and disadvantages of alternatives will be made to the Board of Education.

*It is recognized that scheduling difficulties may produce an uneven balance in class size from time-to-time within some sections.

2.11 The United Teachers and the Board are committed to continuous school improvement. It is recognized that cooperative planning and shared decision-making is an important part of school improvement. The United Teachers and the Board agree to work together to implement the Shared Decision-Making Plan adopted by the Board of Education and approved by the State Education Department. To demonstrate the commitment of the United Teachers and the Board to shared decision-making, it is understood that any provision in this contract may be amended or altered. If it is necessary to alter or amend a provision of this contract to facilitate shared decision-making, this may only be done with the agreement of both the United Teachers and the Board. This agreement will be written, signed by the United Teachers and the Board, and added to this contract.

3. Dues Deduction:

3.1 Payroll deduction for dues to the Tupper Lake United Teachers, New York State United Teacher's Association and the American Federation of Teachers will be granted to any professional staff member who files a Dues Deduction Authorization.

3.2 Dues will be deducted continuously in installments agreed upon by the United Teachers and the Chief School Officer beginning with the first pay check in October.

3.3 The District agrees to deduct from bargaining unit members monies designated by an employee for the purpose of the NYSUT Benefit Trust program

4. Agency Fee:

4.1 Effective July 1, 1984, the District shall deduct from the wages or salary of employees in the bargaining unit who are not members of the United Teachers the amount equivalent to the total dues levied by the United Teachers and shall transmit the sum so deducted to the United Teachers in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The United Teachers affirms that it will adopt such procedure for refund of agency fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of the State of New York.

4.2 The Agency Shop fee deduction shall be made following the same procedures as applicable for dues checkoff except as otherwise mandated by law.

5.1 Free off-street parking facilities for teacher's exclusive use will be provided.

5.2 Teachers shall work within their areas of competence and will not be assigned, except temporarily and for good reason, outside of their areas of certification. When the Building Principal must assign a teacher to teach a course for which he/she is not certified, he/she will confer with the teacher involved, giving reasons.

5.3 Except as required by this Agreement, the duties and responsibilities of teachers will not be substantially altered without prior consultation between the teacher and Administration.

5.4 In making teacher-assignment changes in grade level, from one department to another or from one building to another, volunteers will first be sought. Notifications of any changes are to be made as soon as possible.

5.5 Teachers who desire a change in grade or subject assignment shall file a written statement of such desire with the Chief School Officer and the Building Principal prior to April 1. Such statement shall include the grade and/or subject to which the teacher desires assignment. Within thirty (30) days of request, the Chief School Officer or Building Principal shall notify the teachers of the action taken in regard to his/her request, specifying reasons if the request cannot be granted.

5.6 A five column sign-in sheet will be provided with:

Column 1- teacher/teacher assistants names printed alphabetically

Column 2- space for teacher/teacher assistant signature (opposite name) upon arrival in the morning

Column 3- space for substitutes signature

Column 4- space for time of departure if departing ill or for personal reasons

Column 5- space for time and destination if departing during an unassigned lunch period

Teachers/teacher assistants will not be required to sign-out at the end of the school day.

5.7 Teachers/teacher assistants will be allowed to leave the building during unassigned lunch periods and during unassigned periods on payday. At any other time, teachers/teacher assistants may leave the building only with the permission of the Principal. If the Principal is not available and it is absolutely necessary to leave, the teacher/teacher assistant will notify office personnel. Teachers will sign out/in when leaving and returning.

5.8 The Chief School Officer or his/her designee will give written notice of vacancies, promotions, new positions and extra-curricular activity assignments as soon as reasonably possible following his/her knowledge of such vacancy, new position, extra-curricular activity assignment or promotional opportunity to all teachers. The administrators in turn will consult with the existing personnel who would be affected by a change.

5.9 Teachers who have teaching responsibilities in two buildings will be provided with a minimum of 15 minutes transition time between the end of the last class in the first building and the beginning of the first class in the second building. This transition time will not be taken out of the teacher's lunch or preparation time.

6. Work Year:

The work year for teachers and teacher assistants is 184 days. In addition, school nurses will work as necessary at other times to provide physical exams for bus drivers, cafeteria staff, student athletes, and students needing working papers. A school calendar showing 185 days will be adopted. If no snow days/emergency days are used, one additional day will be added to the Memorial Day Weekend vacation.

7. Distance Learning:

7.1 The general purpose of distance learning is to provide courses, inservice offerings, adult education, and other offerings that would not be otherwise available in Tupper Lake. It is understood that the use of the distance learning technology does not constitute a waving of rights to exclusive bargaining unit work as described in Part I, Article II of this agreement.

7.2 Teachers who use the distance learning to originate (transmit) courses will be those teachers who the district feels can best make use of this technology. To the extent possible, volunteers will be used to offer distance learning courses. If no volunteers are available to teach a designated course, the district will select a staff member after consultation with all members of the specific department. New staff members may be assigned to teach distance learning courses as part of their appointment to the faculty.

7.3 When asked by the District to teach a Distance learning course, the teacher will be informed of his/her (1) class schedule (class times and school calendar) ; (2) arrangements for training in general equipment operation; (3) extent of responsibility for general equipment operation; (4) responsibilities involved in grading participating district's students; (5) obligations to the participating school district outside of the classroom (social functions, parents' nights, etc.). If such obligations are agreed to, the teacher and the participating districts will make mutually acceptable arrangements including meals, mileage and any other compensation, if necessary, for attendance at such functions.

7.4 Teacher Assistants will not be used to present instruction in distance learning courses. If the district assigns a teacher or a teacher assistant to supervise a receiving class, such assignment shall be in accordance with the provisions this collective bargaining agreement.

7.5 Training for participants will be provided. The cost(s) of training shall be established and borne by the district. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of district policy and the negotiated agreement.

7.6 When a teacher accepts an assignment to develop or modify curriculum for a course to be offered through Distance learning, the teacher shall be compensated for his/her services or provided with school time for his/her services. The District will pay the teacher or provide 35 hours of curriculum development time. Curriculum development time beyond 35 hours shall be at the District's discretion.

7.7 A qualified bargaining unit member shall teach any program delivered from this school district for the purpose of educating children. Due to the interactive nature of the technology, the transmission should be live; subsequent use of taped recordings of live transmission should be used solely for instructional purposes. Any audio-visual recordings of the classes made in the host district are the property of the host district and the district shall make such recordings available for the teacher's personal professional, non-commercial use. Such recordings will not be used in connection with teacher evaluation.

7.8 No participating district shall make any audio-visual recordings without the knowledge of the sending teacher. It is expected that the making of recordings will be solely for the purpose of aiding students enrolled in the course.

7.9 Unless otherwise authorized by the instructor, a Distance learning Program will not be transmitted over regular public access television.

7.10 The Distance Learning Program teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson, or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities should be minimal, and appropriate training provided.

7.11 Total combined enrollment in a distance learning class shall be limited to a range of twenty (20) to twenty-three (23) students, unless the teacher consents otherwise.

7.12 Evaluation of the host teacher will be done in accordance with the provisions of this collective bargaining agreement. His/her administrator will make any complaint with respect to a Tupper Lake teacher's performance originating in a receiving district known to the teacher within two school days.

7.13 Host and receiving districts will cooperate in the selection of textbooks and other material for shared distance learning courses. The host district, however, shall have final responsibility for those materials.

7.14 The Tupper Lake teacher has an obligation for reporting known and observable discipline problems to the participating school.

7.15 Visitors to a Distance learning classroom will make arrangements with the principal in advance.

8. Teacher Assistants

8.1 Teacher assistant positions in the District will be established at two levels: Level I Teacher Assistant and Level II Teacher Assistant.

At each level the teacher assistant must have New York State Teacher Assistant certification or be eligible for such certification. The primary differences between the two levels are (1) the amount of autonomy the teacher assistant has in performing his/her duties; and (2) the range of responsibility the teacher assistant has. Since the positions that may be designated as Level I or Level II Teachers Assistant may be so dissimilar in duties, responsibilities, and activities, positions will be placed at the appropriate level through agreement between the Tupper Lake United Teachers and the District.

8.2 Positions currently in the District will designate as Level I or Level II teacher assistant positions in the following manner:

Level I Teacher Assistant

- Option 1 classroom teacher assistant
- GED Teacher Assistant

Level II Teacher Assistant

- Elementary school library manager
- High school computer room manager

It is understood that the purpose of creating the Level II teacher assistant position is not to reduce the status of any current teaching positions.

9. Individual Educational Plans

9.1 Teachers required to write Individual Education Plans will be given release time to write these plans. This release time will not exceed two days per school year. Advanced approval of the Director of Special Programs is required.

ARTICLE VII - TEACHER RESPONSIBILITIES

The United Teachers and Board of Education agree that teachers will perform the following professional responsibilities:

1. Sign in and assume supervisory responsibilities consistent with 5.6 under the Article entitled Teacher Conditions.
2. Be on duty at all prescribed times in areas where assigned.
3. A teacher shall never leave a class or grade unsupervised.
4. Teachers will be available in their classrooms during tutorial periods to assist pupils, prepare lessons, grade papers, etc. Teachers will not leave their classrooms during the first 15 minutes (allowing students time to seek help) of such periods. It is understood that the reasons for having the periods can best be accomplished when teachers remain in their rooms. If teachers need to leave their rooms, they will place a notice on the door indicating their location.
5. Teachers will attend all department meetings, curriculum meetings and the like called by Principals, Department Leaders, Curriculum Coordinators or other supervisory personnel.
6. Teachers will prepare written lesson plans in duplicate and present them to a person designated by the building Principal. Lesson plans should be submitted the last day of school each week to cover the planned teaching program for the following week.
7. Teachers will maintain a class register containing a reasonable number of grades for each pupil.
8. Tenured teachers will submit a copy of each mid-year examination and year end examination to their Department Leader prior to each testing date.

Non-tenured teachers will submit a copy of each mid-year examination and year-end examination to their Department Leader or Principal three (3) school days prior to each testing date.

9. Teachers will be notified and provided with proper forms and catalogs, by Department Leaders or other supervisory personnel, thirty (30) days before requisition orders are due. They will submit, individually or collectively by department, a list of supplies, equipment and tests needed for the succeeding year; such list to contain the name of the item, page, catalog number and prices, as well as the publisher (in the case of textbooks). This should be submitted as directed by the Chief School Officer or his/her designee.

10. In courses where State syllabi are not specific, teachers will submit, upon request, to the Materials Center or other designated area, a course outline covering sequential plans for the year, semester, quarter or whatever unit of time is deemed most appropriate by the administrator to whom they are directly responsible. The time of submission should be agreeable to the teachers involved and their immediate supervisor.

11. Teachers will serve as members of on-going or short term teams or committees. Volunteering to serve on these various teams or committees is part of a teacher's professional responsibility.
12. Parent-teacher conferences will be scheduled by teachers when necessary. Teachers will participate in scheduled Open Houses, Curriculum Nights, and Report Card Conferences. Only under extra-ordinary circumstances will teachers be excused by the building principal from attending such events. In those cases, the teacher will notify parents of an alternative time to meet.
13. Upon request, teachers will prepare home-study assignments and materials for pupils confined to their homes by accident or illness.
14. Advisors of classes, groups, etc. will be sought from teachers on a voluntary basis before assignments are made.
15. The organization and implementation of an orientation program for new teachers will be a joint responsibility of the United Teachers and the District.
16. A teacher shall not use his/her professional position as a teacher in the Tupper Lake Central School District as an influence to sell or solicit for private gain.
17. Each teacher will maintain the confidentiality of students' records.
18. When it is necessary for a teacher to leave his/her assigned position for any reason the teacher must notify the office.
19. Each teacher is ultimately responsible to the Chief School Officer and is directly responsible to the Building Principal where he/she is teaching or performing a school service.
20. No teacher will collect or accept money from school children except for the purposes previously approved in writing by the Building Principal or Chief School Officer. Money must not be left in classrooms or teachers desks overnight, but should be delivered to the Building Principal's Office.
21. Teachers are not liable to pay for books or materials lost, damaged or destroyed (from the classrooms) except when gross negligence exists.
22. Teachers will be given the opportunity to volunteer to serve for one on campus chaperoning or supervisory duty per school year. A list of known duties will be distributed to teachers by October 1 of each school year. Teachers are expected to volunteer for such duties. Other duties, not known by October 1, will be brought to the faculty's attention as much in advance of the duty as practical.

ARTICLE VIII - EVALUATION OF TEACHERS

A. Observations of Pre-Tenure (probationary) Teachers

There shall be at least three (3) formal observations per school year, appropriately spaced for the first year, beginning teacher, and at least two (2) formal observations for the experienced probationary teacher. Each formal observation must include a pre-conference and a post-conference. Each non-tenured teacher will participate in a minimum of two classroom visitations to volunteer tenured teachers per year as arranged by the non-tenured teacher, tenured teacher, and the building principal.

B. Observations of Tenured Teachers:

There shall be at least one (1) formal observation per school year of each tenured teacher. Each formal observation must include a pre-conference and a post-conference.

C. Procedure:

1. The formal observations for the evaluation of said teacher shall be done by a Building Principal, the Chief School Officer, the Athletic Director, or a Director/Coordinator. Other evaluator positions may be added as deemed necessary upon agreement between the Chief School Officer and the United Teachers. The evaluator shall remain during the full presentation of the lesson. Each formal observation report will be in writing and shall be acknowledged by the teacher by his/her signature. Any written evaluation of such observation shall be signed by the teacher only to indicate that he/she has seen it.
2. After each formal observation, as soon as possible and within eight (8) school days, the observer shall discuss with the teacher the class observed. The observer shall provide the teacher and the Chief School Officer with written reactions to the formal lesson observed.
3. The purpose of the written formal observation report is understood to be an assessment of the teaching techniques employed, class control, and appropriateness of content in the observed lesson. When deficiencies, problems, or weaknesses in lesson presentation are noted, the written formal observation report shall make specific suggestions for correction. The written formal observation report shall be given to the teacher within eight (8) school days of the observation. Nothing in this paragraph limits the use of the evaluation instrument in an employee termination procedure.
4. In the event the discussion of any observation or any written evaluation is unsatisfactory to the teacher, the right shall be extended to him/her to express, in writing, his/her rebuttal. These written rebuttals shall become a permanent part of the evaluation form which is placed in the teacher's file.
5. At least once per year, teachers may meet with the building principal to agree upon goals for curriculum improvement.

D. Additional Formal and Informal Observations:

At any time during the school year, a professional staff member may request additional formal observations by the Building Principal, the Chief School Officer, or a Department Leader and informal observations by another teacher within the teacher's tenure area.

E. Peer Collaborations

1. Every year, tenured unit members will be observed by a peer coach. Peer coaches will conduct a pre-observation conference, observation, and a post-observation conference. Peer coaches will be provided with released time, if necessary. At the end of the observation process, the peer coach and the observed tenured teacher will sign a "Peer Observation Form" indicating the dates on which the pre-observation, observation, and post observation conferences took place. No other information regarding the observation will appear on the form or be placed in the teacher's personnel file.

2. The building principal or his/her designee will work with volunteer peer coaches to establish a schedule of observations. The schedule will call for the observation by peer coaches of approximately half the tenured staff in the building each year with each tenured teacher being observed by a peer coach every second year.

3. None of the language contained in this section shall be construed as limiting the right of the administrator to conduct further observations, nor does it limit the right of the tenured teacher to request an administrative observation even though a peer observation may be scheduled or has taken place.

ARTICLE IX - REPRESENTATION

A teacher shall be given the opportunity of having a representative of the Tupper Lake United Teachers present at any conference between the teacher and the administration. It shall be the responsibility of the teacher to make such arrangements.

ARTICLE X - TEACHER FILES

A. The Chief School Officer will be responsible for the compilation of personnel files on each teacher. Teachers are to provide college transcripts, diplomas, teaching certificates, certification of prior teaching service and other documents necessary to justify placement on the salary schedule.

B. Each teacher's file will contain the following:

1. Transcripts of college work provided by the teacher.
2. Official transcripts and references provided by colleges and universities.

3. In certain instances, correspondence by a teacher with the Administration or Board of Education and copies of responses thereto.

4. Copies of teacher's evaluations which are, in all instances, filed only after review and discussion with the teacher involved.

5. Copies of teaching certificates and records relating to certification.

6. Copies of degrees granted to teachers by colleges and universities.

7. Confidential references from his/her college placement office, from former employers, or from other individuals or institutions, in the case of a teacher who requested such. (The teacher may not have access to these records. He/She may, however, request that they be destroyed or returned to the sender).

C. Upon request, a teacher will receive a copy of any or all of the material contained in his/her file, except No. 7 above.

D. In the event that material, other than material described in Item No. 7 above, is false or grossly misleading and such fact is demonstrated by the teacher to the satisfaction of the Chief School Officer or an arbitration panel, such false or grossly misleading materials shall be removed from such teacher's file.

E. Whenever any material thought to be of a derogatory nature is placed in a teacher's file, the Chief School Officer will advise the teacher of such action and he/she shall provide the teacher with a copy of the same.

ARTICLE XI - HEALTH INSURANCE

1. See Reference to the Health Insurance Program at the end of contract as a Memorandum of Understanding.

Members of the unit who withdraw or are otherwise eligible for the Franklin-Essex-Hamilton Health plan during the life of this Agreement because alternative coverage from outside the plan is available to them, shall receive annually \$1500 if they were covered or eligible for the family plan, and \$570 if they were receiving or eligible for the individual coverage. Employees must declare by the first of the month and withdraw will take place only on the first of any month. Payment will be added in equal amounts to the employee's final December paycheck and final June paycheck.

The payment may be added to an employee's flexible spending account. It is the responsibility of the unit member to follow the regulations of the flexible spending plan.

Nothing contained herein shall preclude a member from re-entering the plan, however, payment for withdrawal will be pro-rated based. Employees may only enter the plan on January 1, March 1, June 1, and September 1, annually.

2. Health insurance shall be provided to full-time employees covered under this agreement.

3. Members of this unit who retire under the Teachers Retirement System and after ten (10) years of full-time service to the district will be eligible for paid health insurance. After age 65, Medicare becomes the primary source of Health Insurance and the district's plan becomes secondary. Retired employees will be reimbursed for Medicare cost twice annually. Insurance is terminated upon the death of the retiree. The surviving spouse may purchase district insurance at cost.

ARTICLE XII - DENTAL-OPTICAL INSURANCE

The School District will contribute \$200 for individual coverage or \$400 for dependent coverage for each teacher enrolling in a dental insurance and/or optical insurance program to be agreed upon by the District and the TLUT.

ARTICLE XIII - WORKER'S COMPENSATION

The professional staff is protected by Worker's Compensation. A staff member absent from his/her position due to accident or injury covered by worker's compensation may make the following choice:

1. He/She may receive and keep the compensation payment for days absent due to accident or injury but if so, salary will not be paid for said period and sick leave will not be charged.
2. He/She may receive full salary for days absent due to accident or injury but, if so, sick leave will be charged and compensation benefit payments will be paid to the School District.

The School District will reimburse teachers for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aides, or similar appurtenances not covered by worker's compensation, which are damaged, destroyed or lost as a result of an assault sustained in the course of the teacher's employment, when the teacher has not been personally negligent with references to the incident.

ARTICLE XIV - LONGEVITY INCREMENT

Each employee with ten (10) or more years of full-time service in the district shall be eligible to elect to receive a salary raise of \$800 per year to be payable for one year only. Such raise shall be payable in the school year following the date the employee files a written request with the Chief School Officer to elect to receive such salary raise or immediately at the Board's option. For any year following the year in which such salary raise of \$800 was paid, the salary of such employee shall be computed excluding such salary raise of \$800. Each employee shall be entitled to exercise such election only once during his/her employment with the District.

ARTICLE XV - SICK LEAVE REIMBURSEMENT

Unit members who retire from the district with at least 10 years of service and who declare their intent to retire four months in advance of the date on which they will retire shall be paid \$60 for each day of accumulated sick leave over 45.

The notification of retirement shall be in writing and may not be withdrawn. Any teacher who is forced to retire due to a life threatening/terminal disability shall, on the last day of employment, receive the retirement benefit as if that teacher had fulfilled the timely notification requirements of this provision.

If the State of New York requires, or if the Board of Education elects to participate in a retirement incentive after March 1, a unit member may inform the district of his/her intention to retire and receive reimbursement for accumulated sick leaves as if notification had been given by March 1.

Monies will be paid based upon mutual agreement by the Superintendent, retiree and TLUT President. All money must be paid within three years of retirement. These monies will be placed in the employee's 403(b) account.

Employer 403(b) Non-Elective contributions shall be contributed in accordance with, and subject to the following condition:

1. **No Cash Option:** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

2. **Contribution Limitations:** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts:** Employer Non-elective contributions shall be deposited into the NYSUT endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company, in the name of the employee.

4. **Tier I Adjustments:** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

6. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

ARTICLE XVI – PAYMENT FOR COVERAGE

Teachers may agree to cover classes or portions of classes for other teachers who are absent. Coverage may be provided during the covering teacher's preparation and/or lunch time. Teachers normally will sign-up for this extra duty at the beginning of each school year. Payment for such coverage will be at the rate of \$12.00 per mod covered or in 20 minute blocks of time. Pay will only be provided for coverage during preparation periods and/or lunch. Teachers freed from classes because of field trips or other reasons, maybe assigned to cover other classes without additional compensation.

ARTICLE XVII - PROCESS FOR REVIEW AND CHANGE OF EXTRACURRICULAR ACTIVITIES

1. A Standing Extracurricular Committee will be established to determine the pay index for any new extracurricular activity. The committee will also revise indexes when the time required to conduct an activity changes. The committee will consist of the Superintendent, the Athletic Director and two (2) teachers appointed by the President of the TLUT.

2. The procedure for requesting the addition of a new extracurricular activity should be as follows:

- a. The request should be given to the Principal of the building in which the activity will be based. If the activity involves athletics, a copy of the request will be given to the Athletic Director.

- b. Within five (5) school days, the Building Principal will make recommendations, and forward the request and his/her recommendations to the Superintendent of Schools.
- c. The Superintendent will call a meeting within ten (10) school days of the Standing Extracurricular Committee to determine computation of the recommended pay index.
- d. Within thirty (30) calendar days, the Superintendent of Schools will present the request, with his/her recommendations, to the Board of Education for final determination.

PART II – A ACTIVITY/ADVISOR SALARY SCHEDULE

Each advisor will submit his/her plans for the year to the Building Principal. Remuneration will be paid when the work has been completed to the satisfaction of the Building Principal.

Arrangements for the supervision of activities not specifically mentioned in the following schedule will be at the discretion of the Principal.

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Enrichment Coordinator	806	837	869
Student Act Treasurer	3,014	3,014	3,014
Student Publications:			
Elem. Newspaper	1,257	1,306	1,357
HS Newspaper	1,257	1,306	1,357
Yearbook	2,114	2,196	2,281
Advisors:			
MS Student Council	808	839	872
HS Student Council	1,020	1,060	1,101
Senior Class Advisor (2)	1,741	1,809	1,879
Honor Society	429	446	463
Student Performance:			
Director: Spring Musieal	1,790	1,859	1,931
Drama Club	1,790	1,859	1,931
Asst. Spring Musical	1,306	1,357	1,410
Asst. Drama Club	1,306	1,357	1,410
Band Director	1,492	1,550	1,610
Vocal Music	1,492	1,550	1,610
Accompanist	777	807	838

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Other:			
Continuing Education	34.20	35.53	36.91
Driver Education	34.20	35.53	36.91
Summer School	2,418	2,512	2,609
Ticket Sellers	43.52	45.21	46.96
Crowd Control – Football	43.52	45.21	46.96
Crowd Control – Basketball	60.92	63.28	65.74
Crowd Control - Hockey	43.52	45.21	46.96
Scorekeeper	17.41	18.09	18.79
Penalty Box	31.08	32.29	33.54
Clock Operator – 1 game	43.52	45.21	46.96
Clock Operator – 2 games	64.65	67.16	69.77
Clock Operator – 3 games	77.09	80.08	83.19

COACHING SALARY SCHEDULE

Each coach will present his/her practice plan and game schedule to the Director of Athletics. Remuneration will be paid when the work has been completed to the satisfaction of the Director of Athletics.

NOTES OF GENERAL APPLICATION

1. The Board of Education will conduct a periodic review of the non-coaching and coaching activities at the Tupper Lake Central School before determining which activities will be chosen for the following year. At the time of review, the published schedule of activities may be altered from the previous year in accordance with factors such as student interest, facilities available and participant numbers.
2. The Board of Education will advertise all non-coaching and coaching positions on a yearly basis. Assignments will be determined by the Board of Education upon the recommendations of the Director of Athletics, the Building Principals and the Chief School Officer.
3. The Board of Education will furnish the Ski Coach with a personal season ticket (not family) or the equivalent amount each year, with the understanding that he/she must possess such a ticket to function as the coach.
4. The Board of Education will pay the annual, single member (not family) dues of the Country Club for the golf coach or the equivalent amount each year, with the understanding that he/she must possess at least such a membership to coach the golf team.
5. Any physical education teacher or classroom teacher who accepts coaching of a sport for the first time will start on step one (1) of the salary for that sport.

COACHING SALARY SCHEDULE 2004-2007

A1 – Assignment	1	2	3	4	5	6	7	8	9	*10	
Basketball, V	2764	2816	2864	2921	2974	3027	3078	3114	3170	3347	2004-05
Football, V	2818	2871	2925	2975	3034	3089	3144	3197	3235	3293	2005-06
Hockey, V	2873	2927	2982	3038	3090	3152	3209	3266	3321	3361	2006-07
A2 – Assignment	1	2	3	4	5	6	7	8	9	*10	
Baseball, V	2269	2312	2352	2399	2442	2485	2528	2556	2602	2720	2004-05
Basketball, JV	2313	2357	2402	2443	2492	2537	2581	2626	2655	2703	2005-06
Cross Country	2358	2403	2448	2495	2538	2589	2635	2681	2728	2758	2006-07
Football, V. Asst.											
Football, JV											
Hockey, V. Asst.											
Soccer, V											
Spring Track											
Volleyball, V											
Softball, V											
Indoor Track Asst.											
A3 – Assignment	1	2	3	4	5	6	7	8	9	*10	
Baseball, JV	1875	1910	1944	1981	2018	2053	2089	2112	2150	2245	2004-05
Cross Country, Asst.	1911	1948	1984	2019	2058	2096	2133	2170	2194	2233	2005-06
Football, JV Asst.	1948	1985	2024	2061	2097	2138	2177	2216	2254	2279	2006-07
Soccer, JV											
Spring Track Asst. (2)											
Volleyball, JV											
Softball, JV											
Indoor Track Asst.											
A4 – Assignment	1	2	3	4	5	6	7	8	9	*10	
Basketball, Mod A (2)	1580	1610	1637	1669	1699	1730	1759	1781	1812	1893	2004-05
Football, Mod (2)	1611	1641	1672	1701	1734	1765	1797	1827	1850	1882	2005-06
Golf	1642	1674	1705	1737	1767	1801	1833	1867	1898	1922	2006-07
Skiing											
Soccer, Mod											
Weight Training											
Cheerleading, V											
Baseball, Mod.											
Softball, Mod.											
Volleyball, Mod.											
Spring Track, Mod.											
A5 – Assignment	1	2	3	4	5	6	7	8	9	*10	
Basketball,											
Elem & Mod (2)	1279	1304	1326	1351	1376	1401	1424	1443	1468	1533	2004-05
Cheerleading, JV	1304	1329	1355	1377	1403	1429	1455	1479	1499	1525	2005-06
Gymnastics	1329	1355	1381	1408	1430	1457	1484	1511	1536	1557	2006-07
Weight Training, Asst.											

* steps beyond 10 are considered off step

LEVEL 1 TEACHING ASSISTANTS SALARY SCHEDULE

<u>LEVEL</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
101	13954	14224	14500
102	14219	14495	14776
103	14464	14771	15058
104	14747	15025	15344
105	15016	15320	15608
106	15281	15598	15914
107	15544	15874	16204
108	15725	16147	16490
109	15954	16335	16773
110	16165	16573	16969
111	16686	16793	17216
112	17195	17334	17444
113	17690	17862	18006
114	18397	18377	18555
115	19156	19111	19090
116	19860	19900	19852
117	20773	20630	20672
118	21686	21579	21431
119	22601	22527	22417
120	23516	23478	23401
121	25345	24429	24389
122		26329	25376
123			27350

LEVEL 2 TEACHING ASSISTANTS SALARY SCHEDULE – 2004-2007

			<u>Returning</u>	<u>Beginning</u>
2004-2005:	Beginning Teacher Level 1:	33317		
	Beginning Assistant Level 1:	13954		
	Salary:		24980	23635
2005-2006:	Beginning Teacher Level 1:	33963		
	Beginning Assistant Level 1:	14224		
	Salary:		25949	24094
2006-2007:	Beginning Teacher Level 1:	34622		
	Beginning Assistant Level 1:	14500		
	Salary:		26956	24561

TEACHERS SALARY SCHEDULE

<u>LEVEL</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	33317	33963	34622
2	33951	34610	35281
3	34535	35268	35953
4	35212	35875	36637
5	35852	36578	37267
6	36486	37243	37998
7	37113	37901	38688
8	37543	38553	39372
9	38218	39000	40049
10	38596	39701	40513
11	39618	40093	41241
12	40612	41155	41649
13	41582	42187	42752
14	43762	43196	43824
15	45872	45460	44872
16	46700	47651	47223
17	47086	48512	49500
18	47778	48913	50394
19	48704	49632	50811
20	49710	50594	51558
21	50727	51639	52557
22	51784	52695	53643
23	52842	53794	54739
24	54088	54892	55881
25	55150	56186	57022
26	56413	57290	58366
27	57611	58601	59513
28	58851	59846	60875
29	60108	61135	62169
30	61325	62440	63507
31	62624	63704	64863
32	63914	65054	66176
33		66394	67578
34			68970

TEACHER SALARY GUIDELINES AND SCHEDULES

Section 1. Base Schedules:

1.1 Teachers will advance at the rate of one level per year.

1.2 To qualify for the next level on the salary schedule, a teacher must work, including paid leave, at least a full semester, or 90 days, in the current school year.

1.3 Approved college graduate or in-service credit hours shall mean courses in one's major field, in the behavioral sciences, in elementary or secondary education, reading or in the departmental area in which employed. For salary credit, all courses must receive prior approval by the Chief School Officer.

1.4 Teachers, teaching assistants, and school nurses shall be paid for approved college graduate or in-service credit in the following manner:

Graduate and in-service credit for the first 30 hours shall be \$50 for 2004-2005; \$52 for 2005-2006; \$54 for 2006-2007.

Graduate and in-service credit for 31 hours and over shall be \$63 for 2004-2005; \$66 for 2005-2006; \$68 for 2006-2007.

Teachers will be paid for one Master's Degree only in the following manner:

Masters payment shall be \$600 for staff starting after June 30, 2002.

Masters payment shall be \$674 for 2004-2005; \$700 for 2005-2006; and \$727 for 2006-2007 for staff starting before July 1, 2002.

1.5 At its discretion, the Board of Education may pay a relocation allowance to new staff members.

Section 2. Salary Schedules for Guidance Counselors:

2.1 Guidance Counselors will be paid at the appropriate step and credit hours of the teacher schedule plus an additional 4% of this amount (step + hours + masters) x 104% = salary. Counselors who work an 11 month schedule will be paid an additional 10%.

2.2 New counselors will be placed on the teacher's salary schedule at the discretion of the Board of Education, with the exception that a new counselor will not be placed on a higher step than an existing counselor unless the years of experience are greater.

2.3 An eleventh month schedule is defined as working 22 days between the close of the regular teacher work year in June and the start of the regular teacher work year in September.

Section 3. Stipend for Department Leaders and Curriculum Coordinators:

2004-2005:	\$3014
2005-2006:	\$3014
2006-2007:	\$3014

Section 4. Salary Differential for School Psychologists

School Psychologists hired after June 30, 1999, will be paid the same as Guidance Counselors (see section 2 above).

Section 5. Salary Differential for School Nurses

School Nurses will be paid at 75% of the appropriate step.

ARTICLE XVII - DURATION OF THIS AGREEMENT

The Board and the United Teachers agree that the provisions contained in this Agreement relating to the terms and conditions of employment for employees covered hereunder, shall remain in full force and effect after the expiration date established in the Agreement and until a new or different negotiated Agreement has been entered into between the employer and the recognized employee's organization representing the employees of the negotiating unit.

The terms of this agreement shall commence July 1, 2004 and expire on June 30, 2007.

ARTICLE XVIII - CONFORMITY TO LAW SAVING CLAUSE

If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected thereby.


ARTICLE XIX - CIVIL SERVICE LAW SECTION 204-a

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

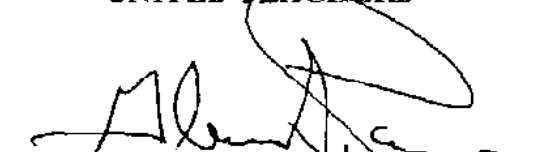
WITNESS

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of September, 2004.

BOARD OF EDUCATION


Michael Hunsinger
Superintendent of Schools

**TUPPER LAKE
UNITED TEACHERS**


Glenn Poirier
President

Department Leader Position Description and Conditions
(Agreed upon by TLUT and TLCSDBOE on July 22, 1999)
Revised: June 11, 2002; Revised: March 4, 2004

Position: Middle/High School Department Leader

Qualifications:

- NYS Certification for subject and a minimum of five years of teaching experience.
- Successful completion of an approved professional development experience that prepares the individual for educational leadership.

Reports to: The building Administrator.

Position Goal:

To provide leadership, coordinate curricula, and facilitate intra and inter-departmental communication for the purpose of enhancing student learning experiences and outcomes.

Performance Responsibilities:

Annual Duties:

- Work with teachers and the principal to facilitate the development and implementation of an annual department improvement plan.
- Collect budget requisitions and provide department summaries for textbook orders, equipment, field trips, and supplies.
- Advise administration on departmental budget priorities.
- Participate as members of appropriate hiring committees.
- Advise the principal and guidance counselors on building the master schedule.

Periodic Duties:

- Schedule and coordinate department activities described by the annual plan.
- Conduct monthly department meetings to review goals, document progress, improve communication, and address new concerns.
- Participate in department leader meetings once each month.
- Advise the Staff Development Committee on professional development needs.
- Provide monthly summaries of department activities (written).
- Coordinate, with the principal and guidance counselors, the Middle School State Assessments and Regents Exams. This will include:
 - Arranging with the principal to order needed tests.
 - Organizing department members to distribute, administer and collect the tests.
 - Secure materials and organize staff for performance components of exams.
 - Plan, organize and report local or regional scoring of tests.

Ongoing Duties:

- Act as department spokesperson.
- Collect and review teachers lesson plans.

- Conduct observations of non-tenured staff.
- Conduct peer observations and coaching of tenure staff.
- Redistribute correspondence and educational materials to appropriate teachers.
- Provide verbal feedback to the Principal upon request.

Note: They shall remain part of the teacher's collective bargaining unit and receive the same benefits and protection as all union members.

Curriculum Coordinator Position Description and Conditions

(Agreed upon by TLUT and TLCSDBOE on June 3, 2004)

Position: Elementary Curriculum Coordinator

Qualifications:

- NYS Certification for subject and a minimum of five years of teaching experience.
- Successful completion of an approved professional development experience that prepares the individual for educational leadership.

Reports to: The building Administrator.

Position Goal:

To provide leadership, coordinate curricula, and facilitate intra and inter-departmental communication for the purpose of enhancing student learning experiences and outcomes.

Performance Responsibilities:

Annual Duties:

- Work with teachers and the principal to facilitate the development and implementation of an annual improvement plan for the subject area.
- Collect budget requisitions and provide summaries for textbook orders, equipment, and supplies as needed by the principal.
- Advise administration on budget priorities within the subject area.
- Participate as members of appropriate hiring committees.
- Organize and facilitate subject area state and local assessments.
- Plan, organize and report local or regional scoring of tests.

Periodical Duties:

- Schedule and coordinate subject area activities described by the annual plan.
- Conduct monthly subject area meetings to review goals, document progress, improve communication, and address new concerns.
- Participate in curriculum coordinator meetings as established by the Principal.
- Advise the Administration and Staff Development Committee on professional development needs.
- Provide monthly written summaries of subject area activities to Administrators, other Curriculum Coordinators and Department Leaders.

Ongoing Duties:

- Act as subject area spokesperson.
- Conduct observations of non-tenured staff as established by the principal.
- Conduct peer observations and coaching of tenure staff.
- Redistribute correspondence and educational materials to appropriate teachers.

Note: Curriculum Coordinators shall remain part of the teacher's collective bargaining unit and receive the same benefits and protection as all union members.

Addendum A
**Observations and Peer Coaching by Department Leaders
and Curriculum Coordinators**

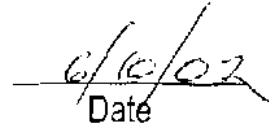
1. Observations of non-tenured faculty at least twice annually.
2. Will include the Middle/High School. Observation arrangements at the elementary school will be assigned by the principal.
3. Peer coaching would remain as it presently exists.
4. The pre-tenure staff observation form shall be used for observations by Department Leaders and Curriculum Coordinators. Department Leaders and Curriculum Coordinators will provide verbal feedback about these observations to the Principal upon request.
5. Periodic observations will be conducted of non-tenured faculty, a copy of the observation will be provided to the teacher with a copy to the building principal, the observation form will not be placed in the teacher's personnel file.
6. Department Leaders will peer coach all tenured staff in the department annually. The current form on peer coaching will be used. The Department Leaders will provide verbal feedback to the principal upon request.
7. Observers must be given training.

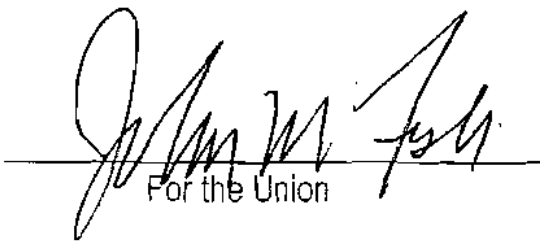
**Memorandum of Agreement
between the
Tupper Lake United Teachers
and the
Superintendent of Schools
Tupper Lake Central School District**

The Tupper Lake Central School District and the Tupper Lake United Teachers agree that there shall be no requirement in the Contract of Agreement for the Golf Coach to obtain a CDL-P license and drive the bus to practice and/or matches.

However, the parties agree that the district may discuss such driving with individual unit members who may coach golf or become golf coaches in the future. The parties agree such individual arrangements may be made and will not violate the contract.


For the District


Date


For the Union


Date


**Memorandum of Agreement
between the
Tupper Lake United Teachers
and the Chief School Officer
Tupper Lake Central School District**

The parties agree that whereas the new Contract of Agreement signed March 20, 2003 contains language regarding a minimum number of years an employee must be employed before, at retirement, that employee is eligible for Health Insurance (Article XI, Section 3) and Sick Leave Reimbursement (Article XV);

And whereas it was an oversight at the time of negotiations that current employees should be "grandfathered";

The parties agree that the ten (10) year minimum years of service referenced in Article XI, Section 3 and Article XV, will be waived for unit members employed by the District before July 1, 2002.


For the District


For the TLUT

3/20/03
Date

3/20/03
Date